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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alimera Sciences, Inc.		12/18/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bausch & Lomb Incorporated	
Street Address:	One Bausch & Lomb Place	
City:	Rochester	
State/Country:	NEW YORK	
Postal Code:	14604-2701	
Entity Type:	CORPORATION: NEW YORK	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78890154	ALAWAY

CORRESPONDENCE DATA

Fax Number: (585)338-8706

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 585-338-8318
Email: blpto@bausch.com

Correspondent Name: Bausch & Lomb Incorporated Address Line 1: One Bausch & Lomb Place

Address Line 4: Rochester, NEW YORK 14604-2701

NAME OF SUBMITTER:	Jon O. Webster, Esq.
Signature:	/jon o. webster/
Date:	01/03/2007

Total Attachments: 3

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TRADEMARK ASSIGNMENT

WHEREAS, Alimera Sciences, Inc., a corporation duly organized under the laws of the State of Delaware ("Assignor"), owns all right, title, and interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto and made a part hereof (collectively, the "Trademarks") as shown in the records in the United States Patent and Trademark Office; and

WHEREAS, Bausch & Lomb Incorporated, a corporation duly organized under the laws of the State of New York ("Assignee"), desires to own Assignor's entire right, title, and interest in and to the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, and transfers unto Assignee the entire right, title and interest in and to the Trademarks together with the good will of the business connected therewith and symbolized thereby and all accrued causes of action for damages for infringement thereof, the same to be held and enjoyed by Assignee for its own use and benefits, and for its legal representatives and assigns, as fully and as entirely as the same would have been held by Assignor had this assignment and sale not been made. Notwithstanding anything to the contrary, nothing herein shall expand or modify the rights or obligations of the parties as set forth in that certain Asset Purchase Agreement dated as of December 20, 2006 by and between Assignor and Assignee.

[signature page follows]

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EXECUTION VERSION

TRADEMARK REEL: 003453 FRAME: 0738

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its duly authorized officer on December 10, 2006.

ALIMERA SCIENCES, INC.

Name:

Title:

President/CEO

STATE OF <u>Georgia</u>
): ss.: 254-04-0382

COUNTY OF <u>Fulton</u>

On this 18 day of December, 2006 personally appeared from Wyers to me personally known, who, being by me duly sworn, did depose and say that he is the _____ of Alimera Sciences, Inc., the corporation described in and which executed the foregoing instrument and that he did sign said instrument as such officer and on behalf of such corporation.

Orboral E. Chali



Schedule 1

78/890,154 AlawayTM

TRADEMARK REEL: 003453 FRAME: 0740

RECORDED: 01/03/2007